

State of Tennessee
Sourcing Event 34101-11429

Landscaping

Joint Force Headquarters, Houston Barracks, Tennessee Army National Guard

Specifications

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Scope of Contract:

This is a comprehensive Contract to provide grounds maintenance and mowing services. The Contract is to include labor, materials and equipment to perform services and work as specified.

Services include but are not limited to: mowing, trimming, edging, pruning, weeding and vegetation control, mulching, and other grounds/landscaping tasks as described in the specifications.

Services will be performed according to the terms and specifications of this Contract. Cycle frequency shall be determined by the facility administrator or their designee. The facility administrator shall be referred to as the agency authority. The agency authority shall control service scheduling.

The absence of detailed specifications or the omission of detailed descriptions does not limit the quality of service rendered and shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used and will be acceptable.

A mandatory site visit will be scheduled. In order to provide a response to this Event for consideration of award, the prospective bidder/supplier must attend the mandatory site visit.

Location:

State of Tennessee, Department of Military

Joint Force Headquarters
3041 Sidco Drive, Nashville, TN 37204

Approximate Acreage: 53.5

Agency Authority:
John Watson, Facility Manager
(615) 519-4783
Email: john.watson@tn.gov

General Specifications:

I. Contract Information - General:

- a. All services will be coordinated with the agency authority and scheduled at a mutually agreed upon time in writing.
- b. The Contractor shall perform the services as described and specified, at the frequency and intervals as specified or requested.
 1. The Contractor is to begin a cycle no later than 48 hours (Monday through Friday, excluding State holidays) after notification by the agency authority.
- c. Services will be performed Monday through Friday, excluding State holidays during daylight hours only.
- d. No work shall commence without prior written approval from the agency authority.
- e. Once work has commenced on a job, it shall continue uninterrupted during daylight hours until completed satisfactorily and accepted by the agency authority, in writing, unless otherwise agreed upon by the agency authority.
- f. All service cycles must be completed to the satisfaction of the agency authority and prior to submission of an invoice for payment.
- g. The Contractor is expected to have sufficient personnel and equipment to complete each specified task in a reasonable amount of time.
 1. Reasonable amount of time will take into consideration the task, the amount of work to be performed and weather conditions and be determined by the agency authority.
- h. In the event there is damage to state property or grounds due to acts by the Contractor in the performance of service provided, the Contractor will replace or repair same in like kind, at his own expense, as directed by the agency authority.
- i. In the event there is damage to state property or grounds due to acts by the Contractor in the performance of service provided that must be repaired or replaced by the state, the cost incurred to do so shall be deducted from the monies due the Contractor.
- j. Landscape debris cannot be disposed of on state property. All debris collected in regards to services provided must be disposed of by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.

II. Contractor Requirements and Responsibilities:

- a. The Contractor shall have a thorough knowledge of grounds maintenance and landscaping.
 1. Knowledge shall include but not be limited to: plant and vegetation requirements, control and care, use of various landscaping and mowing equipment and tools, materials and other products required for

grounds maintenance.

- b. The Contractor must have a sufficient number of trained and skilled personnel in their employ to perform continual service of the tasks as described in this Contract, at the frequency requested by the agency authority.
 - 1. All tasks must be performed by personnel trained and skilled to perform the task.
- c. The Contractor shall hold all current certifications, licenses and/or permits necessary to perform the tasks contracted for.
 - 1. At time of bid and at the state's request during the Contract, the Contractor may be required to furnish copies of certifications, licenses, and/or permits.
- d. The Contractor must have access to and shall furnish all labor, equipment, tools, fuels, materials, supplies, and supervision to perform services as required, at the frequencies as requested.
 - 1. The unit price bid is a total charge per unit price, there will be no additional charges or surcharge levied.
- e. The Contractor is always expected to emphasize safety.
 - 1. The Contractor is expected to provide for their employee's safety and accept responsibility for personal injury if incurred during the performance of the services contracted for.
- f. All equipment used in the performance of this Contract must be safe and in good working order.
 - 1. Equipment used must have all safety features and accessories, where applicable, as required by existing occupational safety and health administration (OSHA) regulations and/or laws.
 - 2. All rotary-type mowers will be equipped with skirt guards which restrict foreign objects from being thrown from the cutting unit enclosure.
- g. All employees entering the complex must show a valid photo ID. Valid ID is defined as non-expired military ID, non- expired driver's license, or a US government issued photo ID.
- h. All vehicles and persons are subject to search at the complex discretion.

III. Site Safety:

- a. The Contractor must assure all equipment, tools and products used on agency grounds is under their control at all times.
- b. Tools shall be inventoried on a regular basis.
 - 1. Missing tools shall be reported immediately to the agency authority.
- c. The Contractor must clean a work area of any unsafe materials, dangerous objects and/or debris and remove or secure all tools and equipment when the Contractor leaves a work area unattended.

IV. Invoice Requirement:

- a. The invoice for payment must be submitted to:
State of Tennessee, Department of Military
3041 Sidco Drive, Nashville, TN 37204
or via email to military.invoices@tn.gov
- b. The invoice must describe the work performed and be itemized as per the Contract commodity lines.
 - 1. The invoice must reference the date(s) services were provided.
- c. A cycle must be completed entirely and accepted by the agency authority before an invoice for payment can be submitted.

d. All materials (i.e. trees and shrubs) will be invoiced at cost plus 15% minus tax. Proof of cost must be attached when an invoice is submitted for payment. Vendor must attach a copy of the original receipt of purchase when invoicing for materials.

e. All inquiries concerning invoice and statement matters (payment, overdue accounts, charge discrepancies, etc.) shall be addressed to the State of Tennessee, Department of Military's Contract Administrator.

Crystal Lysinger
3041 Sidco Drive
Nashville, TN 37204
(615) 313-0691 (Phone)
(615) 313-0665 (Fax)
Email: crystal.m.lysinger@tn.gov

V. Charge Schedule (Lines 1-4):

a. The unit price will be inclusive of all expenses including, but not limited to: personnel, supervision, labor, travel cost, vehicles, equipment, tools, fuel, trip charge, materials and supplies. Important Notice: No additional cost or surcharge will be levied or paid.

VI. Planting and Mulching (Line 1):

a. Specifications:

1. Mulch will be provided by the Contractor at no additional cost.
 - a) Mulch will be deep brown mulch type (colors: deep brown or black as specified by the agency).
2. Amount of applied mulch will be determined by the Contractor.
3. Mulch will be distributed and spread evenly over designated areas. Mulch will be added to each tree, shrub and planting bed on the property that has an existing mulch bed. Mulch shall be applied to maintain a four (4) inch depth around plants and trees and extend to the radius of existing mulch ring and beds, edging line must be clean and sharp. If too much mulch is present, Contractor must remove old mulch before applying new mulch to beds. All weeds will be removed by hand before new mulch is applied.

b. Frequency:

1. Service is seasonal.
2. Service will be performed three (3) times per Contract year at the request of the agency authority.

VII. Lawn Services, Hourly Rate for Services not Otherwise Contracted (Line 2):

a. Hourly rate will be bid as cost per hour service to remove trees and shrubs and plant new trees and shrubs. Vendor is required to sign-in and sign-out at complex when working under an hourly rate. Copy of sign in sheet must be attached to invoice when billing for hourly rate.

VIII. Mowing, Weedeating, Edging, and Weeding (Line 3):

a. Specifications:

1. The Contractor shall mow all areas designated on attached site map, each cycle.

2. The finished height of the mowing shall be no less than 2 1/2 inches and no more than 3 1/2 inches.
3. Low-Center Gravity (LGC) tractors or other tractors manufactured for use on slopes are required for all positive slopes of four horizontal to one vertical or steeper.

Tractors with twenty (20) draw bar horsepower and over must be equipped with a manufactured rollover protection system including seat belts. All equipment and personnel must conform to the requirements of the Corps of Engineers Safety Manual EM 385-1-1. Mowing and trimming equipment shall have deflectors on the discharge area to provide protection against flying objects or the discharge shall be so directed as not to endanger persons, or damage vehicles, or facilities. The bidder shall be required to provide the tractor(s) make/model with its bid. The link to EM 385-1-1 is listed below:

<https://mcsmag.com/em-385-1-1-latest-revision/>

4. Mowing shall be as close as possible to all fixed objects such as buildings, fences, curbs, trees, plants, and/or other fixed objects.
 5. Hand trimming mulch beds, in and around fixed objects will be required, if deemed necessary by the agency authority at each cycle.
 6. All walkways and curbs will be edged to remove vegetation overgrowth.
 7. All cut grass shall be blown from the sidewalks, driveways, curbs, patios, et cetera.
 8. Extreme care must be taken so as not to damage or harm items such as trees, plants, or shrubs within the mowing area.
 9. No mowing will be done during wet conditions where turf damage or ruts would occur.
 10. The Contractor will remove and dispose of trimmings, from state property, to leave the mowed area free of heavy accumulation of grass or trimmings. Pick-up of debris such as paper, trash, etc that is upon the area grounds shall be completed prior to the mowing.
- b. Mowing service shall be completed in no more than three (3) consecutive days, unless otherwise agreed upon by the agency authority in writing.
- c. A mowing cycle will be completed to the satisfaction of the agency authority.
- d. Weed and Vegetation Control:
1. Specifications:
 - a. Curbs, sidewalks, parking lots, shrub and mulch beds.
 2. Weeding removal shall be accomplished by the following:
 - a) Chemicals shall be used to accomplish weed control and all dead weeds must be removed from mulch beds, curbs, sidewalks and parking lots will use the current DOD Pesticide Listed Product* (see attached). The Contractor must be chartered and licensed to spray pesticides in the State of Tennessee.

The requirements for the charter and license are as follows: Individuals making a bid are

required to have a current Tennessee Department of Agriculture certification in category 3, a license in HLT (Horticulture, Lawn and Turf) and a charter including a \$10,000 surety bond and \$500,000.00 liability insurance. Those individuals working under the license will need to be certified in category 3. To contact the Department of Agriculture, please contact Ms. Kathy Booker at 615-837-5133 (Phone), 615-837-5012 (Fax), or by Email at kathy.booker@tn.gov.

*The DOD Pesticide List is subject to change. The current DOD Pesticide List can be found at:
<https://www.acq.osd.mil/eie/afpmb/>.

3. Vegetation and debris removed from beds will be removed from state property and disposed of properly by the Contractor at completion of each cycle.

e. Frequency:

1. Service will be performed with each mowing cycle.

IX. Tree Branch Trimming, Pruning, Shaping Shrubs and Trees (Line 4):

a. Specifications:

1. Service to include hedge, shrubs and bushes.
2. Pruning and trimming needs will vary with the Contractor being responsible for the appropriate pruning and trimming according to type of plant

b. Frequency:

1. Service will be performed twice per Contract year at the request of the agency authority.

X. Equipment Rental:

Vendor's shall have for their private use all tools, equipment, materials and supplies considered industry standard for landscaping services. Any use of additional equipment where there will be a charge to the state, shall have prior written approval by the agency authority.

Where the additional equipment is rented, a copy of the rental invoice must be attached to Contractor's invoice when submitted for payment.

Contractor owned equipment that is required for specialized work may be charged the current rate that is charged by rental companies for the same type of equipment.

The agency will need to pre-approve in writing use of the rented or owned specialized equipment.

For the owned specialized equipment, the Contractor will be required to provide documentation from a minimum of two (2) rental companies substantiating the rental rate per hour and/or per day along with the Contractor's quote and/or invoice.

The agency reserves the right to obtain prices for the same type of rental equipment for comparison to prices quoted and if the prices quoted appears to be too high, the agency may obtain quotes for the job in accordance with the Contract specifications.

In the event ~~that~~ the rented or owned specialized equipment requires a Contractor supplier operator, the Contractor shall be allowed to include the cost for the operator based on its hourly rate on Line 2.

* The Contractor warrants that no equipment shall be rented from a business or company in which the Contractor or Contractor's employees have direct or indirect financial interest and will be compensated directly or indirectly for equipment being rented to perform work specified in the Contract. Any exception taken by the Contractor for obtaining rental equipment will be considered a violation of the Contract and may result in Contract cancellation and/or legal action being taken against the Contractor, if such action is considered to be in the best interest of the state.

XI. Proof of Cost for Parts, Materials, Supplies and Equipment

All parts, (i.e. trees, shrubs, and ice melt) materials, supplies and equipment will be billed at Supplier/Contractor's cost, minus any applicable sales or use tax pursuant to Tenn. Code Ann., §67-6-329, plus fifteen percent (+15%). Reference Standard Term & Condition titled "Proof of Cost for Parts, Materials, Supplies and Equipment".

The Contractor shall submit as backup documentation a copy of the original purchase invoice(s) as proof of cost for parts, materials, supplies and equipment. This backup documentation must accompany the invoice in order for the agency to process payment. If the Supplier/Contractor cannot produce a copy of the original purchase invoice as proof of cost, the state may verify current market value and if necessary, adjust the invoice to reflect fair market price.

Discounts, including prompt payment discount offered by Suppliers, must be credited to the state in determining the actual cost of the parts, materials, supplies and equipment used for this Contract.

Estimated dollar volume for parts (trees and shrubs), materials, supplies and equipment is estimated at \$15,000.00.